

**TERMINATION AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
SUMTER COUNTY, FLORIDA
RELATING TO
LAKE-SUMTER EMERGENCY MEDICAL SERVICES, INC.**

THIS TERMINATION AGREEMENT is entered into by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter "Lake County," and Sumter County, Florida, a political subdivision of the State of Florida, hereinafter "Sumter County," and relates to Lake-Sumter Emergency Medical Services, Inc..

RECITALS:

WHEREAS, on or about July 2000, the parties did enter into an Interlocal Agreement relating to the provision of emergency medical services; and

WHEREAS, through the Interlocal Agreement the parties agreed to create a non-profit corporation to provide emergency medical services in Lake County and Sumter County, and to allocate the operating costs of such corporation between the parties; and

WHEREAS, Lake-Sumter Emergency Medical Services, Inc., hereinafter "Corporation," was created as a Florida non-profit corporation on June 30, 2000 by filing the Articles of Incorporation with the Secretary of State; and

WHEREAS, Corporation adopted By-Laws by resolution on July 3, 2000; and

WHEREAS, the Interlocal Agreement did provide that either party may terminate the Interlocal Agreement so long as they provide notice to the non-terminating party no later than April 1st to be effective the following October 1st at 12:00 a.m.; and

WHEREAS, Sumter County did provide notice to Lake County on or before April 1, 2011, that Sumter County intended to terminate the Interlocal Agreement, and that such termination would become effective on October 1, 2011 at 12:00 a.m.; and

WHEREAS, the parties now desire to terminate the Interlocal Agreement and allocate the parties respective assets and liabilities associated with the termination.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Termination.** The parties hereby agree that the Interlocal Agreement executed in July 2000, shall be terminated effective October 1, 2011, at 12:00 a.m. and that the Corporation shall be dissolved in accordance with all applicable Florida Statutes as of that date.

3. **Division of Corporation Assets.** The parties hereby agree that all right, title, responsibility and interest to any and all assets, including but not limited to personal property, vehicles, equipment, pharmaceuticals, and accounts receivables of the corporation shall become the sole property of Lake County, immediately upon dissolution of the Corporation as provided in paragraph one (1) above, with the exception of the items listed in **Exhibit A**, attached hereto and incorporated herein by reference. The items listed in **Exhibit A** shall become the sole property of Sumter County immediately upon dissolution of the Corporation. If necessary, and upon request of a party, the other party shall execute any documents needed to perfect title to the respective owners as set forth herein. Lake County further agrees that a single, one-time payment shall be made to Sumter County in the amount of **\$1,500,000.00** for the purposes of settling any and all claims to the assets of the corporation. Such payment shall be made on or before Friday, October 28, 2011.

4. **Division of Corporation Liabilities.** The parties hereby agree that Sumter County shall be released from any and all liabilities of the corporation immediately upon dissolution of the Corporation as provided in paragraph one (1) above, including any and all liabilities associated with any of the assets conveyed to Lake County pursuant to paragraph three (3) above, and that Lake County shall assume all other outstanding liabilities of the Corporation.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, and Sumter County, Florida, through its Board of County Commissioners, through their duly authorized representatives.

(SIGNATURES CONTAINED ON THE FOLLOWING PAGE)

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY

ATTEST:
COMMISSIONERS

Neil Kelly, Clerk of the Board
of County Commissioners
of Lake County, Florida

Jennifer Hill, Chair

This ____ day of _____,

2011.

Approved as to form and legality:

Sanford A. Minkoff, County Attorney

COUNTY

SUMTER COUNTY, through its
BOARD OF COUNTY

ATTEST:
COMMISSIONERS

Connie Webb, Deputy Clerk

Don Burgess, Chair

This ____ day of _____,

2011.

Approved as to form and legality:

George G. Angeliadis, County Attorney

Termination Agreement Between Lake County and Sumter County Relating to Lake-Sumter Emergency Medical
Services, Inc.